



Suite 800
1919 Pennsylvania Avenue N.W.
Washington, D.C. 20006-3401

Ryan M. Appel
202-973-4292 tel
202-973-4492 fax

ryanappel@dwt.com

August 12, 2019

VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

**Re: Crown Castle Fiber LLC v. Commonwealth Edison Company
Proceeding Number 19-170
Bureau ID Number EB-19-MD-005**

Ms. Dortch:

Pursuant to 47 C.F.R. § 1.730(c), Crown Castle Fiber LLC submits the attached Responses to Commonwealth Edison Company's First Set of Interrogatories filed in the above-referenced proceeding.

Sincerely,

Davis Wright Tremain LLP

A handwritten signature in blue ink that reads "Ryan Appel".

Ryan M. Appel

cc: Service List

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

CROWN CASTLE FIBER LLC,

Complainant,

v.

COMMONWEALTH EDISON COMPANY,

Respondent.

Proceeding Number 19-170

Bureau ID Number EB-19-MD-005

**COMPLAINANT’S RESPONSES TO RESPONDENT’S FIRST SET OF
INTERROGATORIES**

Complainant Crown Castle Fiber LLC, pursuant to the Notice of Formal Complaint issued June 25, 2019 by the Commission’s Enforcement Bureau in this proceeding and pursuant to Section 1.730(c) of the Commission’s Rules, submits the following responses to Commonwealth Edison Company’s (“ComEd”) First Set of Interrogatories.

GENERAL OBJECTIONS

A. Crown Castle objects generally to the Interrogatories as set forth below (the “General Objections”). Crown Castle will also assert specific objections to each Interrogatory as appropriate. To the extent that Crown Castle responds to Interrogatories to which it objects, such objections are not waived and are expressly reserved.

B. Crown Castle objects to these Interrogatories to the extent that they seek discovery of any matter that is not relevant to the material facts in dispute in the pending proceeding. *See* 47 C.F.R. § 1.730.

C. Because ComEd's Interrogatories specify that all of the information requested pertains to ComEd's Answer to Crown Castle's Complaint, Crown Castle objects to ComEd's Interrogatories to the extent they do not pertain to ComEd's Answer.

D. Because ComEd's Interrogatories specify that ComEd is not seeking information that is available from any source other than Crown Castle, Crown Castle objects to the Interrogatories to the extent they seek information that is available from a source other than Crown Castle, including information that is publicly available or already in ComEd's possession, and therefore would impose no greater burden for ComEd to obtain than for Crown Castle to provide.

E. Crown Castle objects to these Interrogatories to the extent that they seek information protected by the attorney-client privilege, attorney work-product, or any other applicable privilege. In particular, ComEd defines "Complainant" and "Crown Castle" to mean "any persons associated with it, including, but not limited to . . . attorneys" Crown Castle objects to this definition to the extent that it seeks privileged information. The inadvertent disclosure of privileged information shall not constitute a waiver of any applicable privilege.

F. Crown Castle objects to these Interrogatories to the extent that they seek confidential and/or proprietary information. Subject to and without waiving said objection, Crown Castle will produce responsive information subject to an appropriate protective order regarding the confidentiality of such information, mutually agreeable to the parties in this action.

G. Crown Castle objects to these Interrogatories to the extent that they seek the disclosure of information not in Crown Castle's possession, custody, or control.

H. Crown Castle objects to these Interrogatories to the extent that they are vague, ambiguous, overbroad, unduly burdensome, unreasonably duplicative, and oppressive, or seek documents that are not reasonably calculated to lead to the discovery of admissible evidence in this action.

SPECIFIC RESPONSES AND OBJECTIONS INTERROGATORIES

INTERROGATORY NO. 1: Identify every tariff Crown Castle currently has on file in Illinois which covers the services Crown Castle provides using Crown Castle's attachments to ComEd's distribution poles.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 1 on the grounds that it seeks information that is not relevant to Crown Castle's claims and assumes a legal conclusion that Crown Castle's telecommunications service must be provided pursuant to tariff. Crown Castle also objects to Interrogatory No. 1 because it seeks information that, if it exists, is publicly available.

Subject to and without waiving its objections, Crown Castle responds that Illinois law does not require Crown Castle to maintain a tariff. Crown Castle is a competitive telecommunications provider that has de-tariffed in accordance with the ICC's rules. Pursuant to Illinois Public Utility Act ("PUA") Section 13-501 and the ICC's August 3, 2013 memorandum, Crown Castle submitted a letter on November 2, 2016 withdrawing its prior tariff issued under its previous name RCN New York Communications, LLC d/b/a RCN Metro Optical Networks. Because Crown Castle has de-tariffed in accordance with relevant law, a tariff is not required to comply with the ICC's regulations

INTERROGATORY NO. 2: Identify every tariff Crown Castle has had on file in Illinois which covers the services Crown Castle and its predecessors in interest have provided using Crown Castle’s attachments to ComEd’s distribution poles for the years 2012-2018.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 2 on the grounds that it seeks information that is not relevant to Crown Castle’s claims and assumes a legal conclusion that Crown Castle’s telecommunications service had to be provided pursuant to tariff between 2012 and 2018. Crown Castle also objects to Interrogatory No. 2 because it seeks information that is publicly available.

Subject to and without waiving its objections, Crown Castle responds that Illinois law does not require Crown Castle to maintain a tariff. Crown Castle is a competitive telecommunications provider that has de-tariffed in accordance with the ICC’s rules. Pursuant to Illinois Public Utility Act (“PUA”) Section 13-501 and the ICC’s August 3, 2013 memorandum, Crown Castle submitted a letter on November 2, 2016 withdrawing its prior tariff issued under its previous name RCN New York Communications, LLC d/b/a RCN Metro Optical Networks. Because Crown Castle has de-tariffed in accordance with relevant law, a tariff is not required to comply with the ICC’s regulations.

In addition, Crown Castle responds that until withdrawing its prior tariff on November 2, 2016, Crown Castle had on file at the ICC at least the following tariffs that applied to Crown Castle’s telecommunications services in Illinois: Effective May 16, 2003 (until November 2, 2016), the “Competitive Service Tariff of NextG Networks of Illinois, Inc.” which “sets forth terms applicable to the provision of radio frequency transport services (RF Transport services). . . .”

INTERROGATORY NO. 3: Identify every Illinois Commerce Commission authorization Crown Castle currently in effect which authorizes Crown Castle to provide the services Crown Castle provides using Crown Castle’s attachments to ComEd’s distribution poles.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 3 on the grounds that it seeks information that is not relevant to Crown Castle’s claims and is overly broad. Subject to and without waiving its objections, Crown Castle will respond to Interrogatory No. 3.

Subject to and without waiving its objections, Crown Castle refers to the Illinois Commerce Commission Certificates of Service Authority attached to Attachment A of the Complaint at Exhibit 6 (the “RCN New York Communications LLC” Certificates).

INTERROGATORY NO. 4: Explain how the wireless antenna attachments Crown Castle installs on ComEd’s distribution poles are being used by Crown Castle to itself provide telecommunications services.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 4 on the grounds that it seeks information that is not relevant to Crown Castle’s claims. In addition, Interrogatory No. 4 assumes a legal conclusion. In addition, Crown Castle objects that the phrase “antenna attachments . . . are being used by Crown Castle to itself provide telecommunications services” is vague and ambiguous.

Subject to and without waiving its objections, Crown Castle responds as follows:

Crown Castle refers to the Declaration of Donald Russell, which was submitted with Crown Castle’s Reply. Crown Castle further refers to the discussion on pages 41-46 of its Reply in this proceeding.

Further Crown Castle responds that Crown Castle's wireless antenna attachments are an integral part of one type of telecommunications service that Crown Castle provides, called RF transport service. It is thus immaterial whether Crown Castle is utilizing the antennas to provide over-the-air wireless telecommunications service, itself, because Crown Castle incorporates the antennas in its network to provide RF transport service, a wireline telecommunications service. Consequently, because the Commission has jurisdiction to regulate "*any*" attachment placed by a "provider of telecommunications service," the wireless antenna attachments integral to Crown Castle's small cell networks and crucial to Crown Castle's RF transport service are thus subject to the Commission's jurisdiction whether or not the antennas themselves are used by Crown Castle to provide wireless telecommunications service.

While the majority of the fiber Crown Castle has deployed and plans to deploy on ComEd's poles will provide telecommunications service to enterprise customers, Crown Castle also plans to provide a telecommunications service called "RF transport service." "RF transport service" is essentially a trade name that refers to the fact that Crown Castle is transporting, via its fiber optic lines, the radio frequency ("RF") signals of its customers, who are themselves providers of wireless services. "RF transport," however, does not refer to transport over the air via radio frequencies. Instead, Crown Castle provides RF transport service between points chosen by its customers using fiber optic lines that are configured in what are sometimes called Distributed Antenna System ("DAS") or small cell networks. With its RF transport service, Crown Castle transports communications for customers over Crown Castle's terrestrial, fiber optic lines between remote "Nodes" located on poles in the public rights of way and a central "Hub" location.

The equipment comprising a typical Node in Crown Castle's DAS and small cell networks commonly includes a small, low-power antenna, laser, and amplifier equipment for the conversion of radio frequency, or "RF," signals to optical signals (or vice versa), fiber optic lines, and associated equipment (such as power supplies). The Hub, located on the other end of the fiber optic line from the Node, is a central location that contains such equipment as routers, switches, and signal conversion technology.

Crown Castle's customers for this RF Transport service are generally companies that provide retail wireless service to consumers. These retail wireless carriers, which are also known as "commercial mobile radio service" ("CMRS") carriers, are the entities that hold licenses from the FCC to use and control radio frequencies. CMRS carriers are the entities that provide personal wireless service to end-user wireless customers. All radio transmissions and wireless services are generated and controlled by the wireless carrier-customer through its equipment that is commonly located at the Hub. Once Crown Castle has transported a communication over its terrestrial, fiber optic facilities to the antenna at the Node, the communication is converted back to an RF signal, but the CMRS carrier-customer controls and furnishes that wireless transmission to its own end-user customer's mobile device.

Contrary to ComEd's arguments, the fact that Crown Castle does not provide a "wireless" service does not mean it cannot avail itself of federal pole attachment rights. While the telecommunications *service* it provides—RF transport—is wireline in nature, Crown Castle attaches both wireline (fiber) and wireless (antenna) *facilities* to ComEd poles to deliver such service. However, while Crown Castle does not furnish CMRS, its

antenna attachments are an integral part of Crown Castle's RF transport service and are thus covered by Section 224.

Moreover, federal law defines "pole attachment" broadly as "***any attachment*** by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." 47 U.S.C. § 224(a)(4) (emphasis added). The Act does not discriminate based on the type of attachment, so long as the attachment is placed by a "provider of telecommunications service," such as Crown Castle. 47 U.S.C. § 224(a)(4). The Commission has repeatedly affirmed this interpretation of the Act. In *Heritage Cablevision Associates of Dallas*, the Commission rejected arguments attempting to limit the protections of Section 224 by limiting its purview to a particular type of service or facilities, finding that "a cable operator may seek Commission-regulated rates for ***all*** pole attachments within its system, ***regardless of the type of service provided over the equipment attached to the poles.***" *In re Heritage Cablevision Assocs. of Dallas, L.P.*, 6 FCC Rcd. 7099, 7101 ¶ 12 (1991), *aff'd*, *Texas Util. Elec. Co. v. FCC*, 997 F.2d 925 (D.C. Cir. 1993) (emphasis added). The Commission went on to explain that:

TU Electric, in effect, urges us to find that Congress intended the Commission to address utility misconduct only to the extent that such abuse affects the provision of traditional cable television services to the public, thus leaving utilities free to exercise their monopoly ownership of poles to frustrate attempts by cable operators to expand their service offerings ***Nothing in the legislative history supports a conclusion that protecting traditional cable television services was Congress's exclusive concern***, however. While there is no extensive or definitive discussion of this issue in the legislative history, the Senate report specifically referenced testimony "that the introduction of broadband cable services may pose a competitive threat to telephone companies, and that the pole attachment practices of telephone companies could, if unchecked, present realistic dangers of competitive restraint in the future."

Heritage Cablevision, 6 FCC Rcd. at 7102 ¶ 16 (emphasis added). The D.C. Circuit affirmed the Commission’s decision in *Heritage*, holding that the Commission reasonably interpreted the statutory language to determine that it could regulate pole attachment rates charged by a utility for attachments providing nonvideo service. *Texas Util. Elec. Co.*, 997 F.2d at 936 (“[I]t is consistent with the congressional purpose to avoid abusive pole attachment practices by utilities for the FCC to regulate any attachment by a cable operator within its franchise area and within its cable television system.”).

In *Selkirk Communications*, the Commission again held that Section 224 covered attachments by cable television operators of equipment used to provide nonvideo services. *In re Selkirk Commc’ns, Inc.*, 8 FCC Rcd. 387 (1993). In 1997, the Commission recognized that the passage of the Telecommunications Act of 1996 affirmed its holdings in *Heritage* and *Selkirk* by amending Section 224 to include providers of telecommunications services. *See In re Marcus Cable Assocs., L.P.*, 12 FCC Rcd. 10362, 10367-68 (1997).

Ultimately, in the 2011 Pole Order, the Commission recognized that Section 224 and the Commission’s pole attachment rules, including rate formulas, apply to DAS networks, such as Crown Castle’s. *See, e.g., 2011 Order* at ¶¶ 6 n.13 (access for DAS), 21 n.69 (timelines apply to DAS), 77 n.226 (pole top available for DAS), Separate Statement of Chairman Genachowski (“It also provides a timeline for accessing the tops of poles, which are key for the deployment of wireless broadband technologies like distributed antenna systems. . .”).

INTERROGATORY NO. 5: Identify every correspondence Crown Castle has had with the Illinois Commerce Commission regarding the issues raised in the Complaint.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 5 on the grounds that it seeks information that is not relevant to claims or defenses in this case. Crown Castle's correspondence with the Illinois Commerce Commission is irrelevant.

INTERROGATORY NO. 6: Identify how Crown Castle believes it has rights under the contracts identified in the Complaint which were executed by the Sunyses, Lighttower and NextG entities which signed the agreements.

RESPONSE: In addition to its general objections, Crown Castle objects to Interrogatory No. 6 on the grounds that it is vague and ambiguous. Subject to and without waiving its objections, Crown Castle will respond to Interrogatory No. 6. Subject to and without waiving its objections, Crown Castle responds as follows:

Crown Castle refers to and incorporates by reference herein the Declaration of Neil Dickson, which was submitted with Crown Castle's Reply in this proceeding. In addition, Crown Castle responds as follows:

1. Crown Castle Fiber LLC Has Attachment Rights Under the Pole Attachment Agreement Executed by Sidera Networks, LLC and ComEd

Crown Castle Fiber LLC is the proper entity to file a complaint under the pole attachment agreement executed by Sidera Networks, LLC d/b/a Lighttower Fiber Networks and ComEd ("Lighttower Pole Attachment Agreement") on July 26, 2013. Section 16.1 of the Lighttower Pole Attachment Agreement provides:

Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without the prior written consent of ComEd, which consent will not be unreasonably withheld. Licensee agrees that ComEd may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 12 of this Agreement or of the insurance and bond requirements set forth in Article 14 of this Agreement. Licensee shall give ComEd not less than sixty (60) days' prior written notice of any proposed assignment or transfer. Licensee recognizes that ComEd will incur administrative and other expenses when it reviews any proposed assignment or transfer of Licensee's interest in this Agreement and Licensee agrees to pay all such reasonable Costs when billed.

Complaint, Attachment A, Ex. 3 CCF66. Sidera Networks, LLC changed its name to Lighttower Fiber Networks II, LLC on October 1, 2014. Because Sidera Networks LLC merely changed its name and did not "assign or transfer all or any portion of its rights, privileges and obligations" under the Lighttower Pole Attachment Agreement with ComEd, Lighttower Fiber Networks II was not required to obtain ComEd's consent under Section 16.1 of the Lighttower Pole Attachment Agreement.

Crown Castle International Corp., through several indirect subsidiaries, acquired Lighttower Fiber Networks II, LLC on November 1, 2017. Lighttower Fiber Networks II's existence remained unchanged, however, other than a change of its ultimate parent entity. Because Lighttower Fiber Networks II did not change, it did not "assign or transfer all or any portion of its rights, privileges and obligations" under the Lighttower Pole Attachment Agreement. Consequently, Lighttower Fiber Networks II was not required to obtain ComEd's consent under Section 16.1 of the Lighttower Pole Attachment Agreement of this transaction which involved only a change in the ultimate ownership of Lighttower Fiber Networks II.

Lighttower Fiber Networks II, LLC changed its name to Crown Castle Fiber LLC on May 16, 2018. Complaint, Attachment A, Ex. 5, CCF88-101. Because Lighttower

Fiber Networks II, LLC merely changed its name and did not “assign or transfer all or any portion of its rights, privileges and obligations” under the Lighttower Pole Attachment Agreement, Crown Castle Fiber LLC was not required to obtain consent from ComEd under Section 16.1 of the Lighttower Pole Attachment Agreement.

2. Crown Castle Fiber LLC Is the Successor-In-Interest to the Pole Attachment Agreement Executed by NextG Networks of Illinois, Inc. and ComEd

Crown Castle Fiber LLC is the proper entity to file a complaint under the pole attachment agreement executed by NextG Networks of Illinois, Inc. and ComEd (“Crown Castle Pole Attachment Agreement”) on December 22, 2004. No notice to or approval by ComEd was required. Section 15.1 of the Crown Castle Agreement provides:

Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of ComEd, which consent will not be unreasonably withheld, except that Licensee may assign or transfer its rights, privileges and obligations to a parent, affiliate or subsidiary company without prior written notice to ComEd. In addition, Licensee may assign its rights, privileges and obligations to any entity that succeeds to all or substantially all of its assets, whether by merger, sale, or otherwise, but only with prior written notice to ComEd and subject to the requirements that Licensee shall either (a) demonstrate to ComEd that (i) the successor entity has a credit rating with any two of Standard & Poor’s, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall demonstrate to ComEd, in the commercially reasonable exercise of ComEd’s judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that ComEd may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the insurance and bond requirements set forth in Article 13 of this Agreement, unless the assignment or transfer is to Licensee's parent, affiliate or subsidiary, or unless the assignment or transfer is to a non-affiliated entity that succeeds to all or substantially all

of Licensee's assets and meets the creditworthiness standards set forth above. Licensee shall give ComEd not less than sixty (60) days' prior written notice of any proposed assignment or transfer.

Complaint, Attachment A, Ex. 1 CCF24. In 2012, NextG Networks, Inc., which wholly-owned NextG Networks of Illinois, Inc., was acquired by Crown Castle International Corp., via a merger with an indirect subsidiary of Crown Castle International Corp. NextG Networks of Illinois, Inc. continued unchanged, other than a change in its ultimate parent entity. As a result, NextG Networks of Illinois, Inc. did not “assign or transfer all or any portion of its rights, privileges and obligations” under the Crown Castle Pole Attachment Agreement with ComEd. Therefore, NextG Networks of Illinois, Inc. was not required to obtain consent from or provide notice to ComEd pursuant to Section 15.1 of the Crown Castle Pole Attachment Agreement.

NextG Networks of Illinois, Inc., changed its name to Crown Castle NG Central Inc. on May 3, 2012. Because NextG Networks of Illinois, Inc. merely changed its name and did not “assign or transfer all or any portion of its rights, privileges and obligations” under the Crown Castle Pole Attachment Agreement, the company was not required obtain consent from or provide notice to ComEd pursuant to Section 15.1 of the Crown Castle Pole Attachment Agreement.

Subsequently, Crown Castle NG Central, Inc. converted into to Crown Castle NG Central LLC on December 20, 2013 via a merger. Because Crown Castle NG Central, Inc. changed its corporate form from a corporation to a limited liability company and did not “assign or transfer all or any portion of its rights, privileges and obligations” under the Crown Castle Pole Attachment Agreement, Crown Castle NG Central LLC was not

required obtain consent from or provide notice to ComEd pursuant to Section 15.1 of the Crown Castle Pole Attachment Agreement.

Finally, Crown Castle NG Central LLC was merged into Crown Castle Fiber LLC, an affiliate of Crown Castle NG Central LLC, effective as of 11:59 pm on December 31, 2018. First, by this merger, Crown Castle NG Central LLC did not “assign or transfer all or any portion of its rights, privileges and obligations” under the Crown Castle Pole Attachment Agreement because it is well settled law that a merger is not an assignment or transfer. Second, in addition, even if an assignment or transfer were found to have occurred, Crown Castle Fiber LLC was not required obtain consent from or provide notice to ComEd pursuant to Section 15.1 of the Crown Castle Pole Attachment Agreement because Crown Castle NG Central LLC merged into an affiliate. Section 15.1 of the Crown Castle Pole Attachment Agreement exempts affiliate transactions from the notice and approval requirement, stating “that Licensee may assign or transfer its rights, privileges and obligations to a parent, affiliate or subsidiary company without prior written notice to ComEd.”

3. Crown Castle Fiber LLC Is the Successor-In-Interest to the Pole Attachment Agreement Executed by Sunesys, Inc. and ComEd

Crown Castle Fiber LLC is the proper entity to file a complaint under the pole attachment agreement executed by Sunesys, Inc. and ComEd (“Sunesys Pole Attachment Agreement”) on May 5, 2005. Section 16.1 of the Sunesys Agreement provides:

Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without the prior written consent of ComEd, which consent will not be unreasonably withheld. Licensee agrees that ComEd may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 12 of this Agreement or of the insurance and bond requirements set forth in Article 14 of

this Agreement. Licensee shall give ComEd not less than sixty (60) days' prior written notice of any proposed assignment or transfer. Licensee recognizes that ComEd will incur administrative and other expenses when it reviews any proposed assignment or transfer of Licensee's interest in this Agreement and Licensee agrees to pay all such reasonable Costs when billed.

Complaint, Attachment A, Ex. 2, CCF44.

Sunesys, Inc. converted into Sunesys, LLC on December 28, 2006 via a merger, which had the effect of changing the corporate form of the entity. No assignment or transfer occurred to trigger Section 16.1 of the Sunesys Agreement by the change of corporate form to an LLC. Moreover, as noted above, the fact the corporate form change occurred via a merger does not constitute a transfer or assignment.

On August 4, 2015, through a merger at the ultimate parent level, Sunesys LLC became an indirect subsidiary of Crown Castle International Corp. Sunesys LLC's existence remained unchanged, other than its ultimate parent. Because the transaction in 2015 involved only a change at the parent level, Sunesys LLC did not "assign or transfer all or any portion of its rights, privileges and obligations" under the Sunesys Pole Attachment Agreement. As a result, Sunesys LLC was not required to obtain ComEd's consent pursuant to Section 16.1 of the Sunesys Pole Attachment Agreement.

Sunesys, LLC was ultimately merged into Crown Castle Fiber LLC. As stated above a merger is not considered an assignment or transfer; therefore, no consent or notice to ComEd was required.

Ultimately, it is noteworthy that after the various name changes and mergers discussed above, the current Crown Castle Fiber LLC holds assets having a value well in excess of \$11 billion based upon the acquisition of those entities and other affiliated entities which have also been merged into Crown Castle Fiber LLC, and has no direct

debt. Therefore, the contracting party with ComEd is a substantially larger entity with a greater net worth than Sunesys LLC, Crown Castle NG Central LLC, or Lightower Fiber Networks II, LLC, formerly known as Sidera Networks, LLC. Thus, even if any of the notice provisions had been triggered, ComEd had no good-faith basis to deny consent.

Respectfully submitted,

/s/ T. Scott Thompson
T. Scott Thompson
Maria T. Browne
Ryan M. Appel
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, N.W., Suite 800
Washington, D.C. 20006
202-973-4200 (Main Phone)
202-973-4499 (Main Fax)
scottthompson@dwt.com (Email)

Attorneys for Crown Castle Fiber LLC

Robert Millar
Rebecca Hussey
Crown Castle Fiber LLC

Date submitted: August 12, 2019

RULE 1.721(m) VERIFICATION

I have read Complainant's Responses to Respondent's First Set of Interrogatories filed by Crown Castle Fiber LLC on August 12, 2019 in the above-referenced proceeding. To the best of my knowledge, information and belief formed after reasonable inquiry, the Responses are well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law. The Responses are not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of the proceeding.

Respectfully submitted,

/s/ T. Scott Thompson

T. Scott Thompson

Davis Wright Tremaine LLP

1919 Pennsylvania Avenue, N.W., Suite 800

Washington, D.C. 20006

202-973-4200 (Main Phone)

202-973-4499 (Main Fax)

scottthompson@dwt.com (Email)

Attorney for Crown Castle Fiber LLC

Date submitted: August 12, 2019

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2019, I caused a copy of the foregoing Complainant's Responses to Respondent's First Set of Interrogatories to be served on the following (service method indicated):

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554
(ECFS)

Rosemary McEnery
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
Rosemary.McEnery@fcc.gov
(E-Mail)

J. Adam Suppes
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
Adam.Suppes@fcc.gov
(E-Mail)

Bradley R. Perkins
Assistant General Counsel, Regulatory
ComEd
10 South Dearborn Street
49th Floor
Chicago, IL 60603
Bradley.Perkins@exeloncorp.com
(E-Mail)

Thomas B. Magee
Keller and Heckman LLP
1001 G Street, NW
Suite 500 West
Washington, DC 20001
Magee@khlaw.com
(E-mail)

Timothy A. Doughty
Keller and Heckman LLP
1001 G Street, NW
Suite 500 West
Washington, DC 20001
Doughty@khlaw.com
(E-Mail)

/s/ T. Scott Thompson

T. Scott Thompson